

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No.1 to
Professional Services
Agreement with Murray, Smith
& Associates, Inc. for Design
and Construction Support
Services of Legion Golf Course
Stormwater Detention Project

_____ Briefing
_____ Proposed Action
_____ Consent
X _____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL # _____
Originating Department Public Works
Contact Person David Voigt
Phone Number 425-257-8983
FOR AGENDA OF June 29, 2016

Initialed by:
Department Head _____
CAA ds
Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Legion Memorial Golf Course	Professional Services Agreement for Predesign, August 5, 2015	Amendment 1, Exhibits C-1 and D-1	Public Works

Amount Budgeted	\$400,000	
Expenditure Required	\$395,766	Account Number(s): UP 3620-2
Budget Remaining	\$4,234	
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

The Northwest Stormwater Separation Project preliminary design study was completed and identified a series of needed improvements. Improvements consist of a new separate stormwater collection network with stormwater detention ponds on Legion Memorial Golf Course. These improvements will effectively eliminate street flooding and sewer backups in the project area.

Amendment No. 1 is for final design services and construction support for the initial phase of stormwater detention facilities on the golf course. The scope includes design services of a golf course architect. The separate storm water collection network and street restoration (phase 1) in the vicinity of Wetmore between 9th Street and 5th Street will be designed by city staff. This project also includes coordination with Everett Community College to implement a solution to the flooding problems at Rainier Hall.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to Professional Services Agreement with Murray, Smith & Associates, Inc. to provide design and construction support services for the Legion Golf Course Stormwater Detention Project in an amount not to exceed \$395,766.

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF EVERETT
AND
MURRAY, SMITH & ASSOCIATES, INC.**

Legion Golf Course Stormwater Detention Project, UP3620

The City and Murray, Smith & Associates, Inc. agree to amend and modify their professional services agreement dated August 25, 2015 (the "Agreement") as follows:

1. The effective date of this Amendment is (month)_____, (day)_____, (year)_____.
2. Part 1 (Paragraph 1 of Exhibit A): The work included in Exhibit C-1 of this amendment is added to the Scope of Work described in Exhibit C of the Agreement.
3. Part 3 (Paragraph 3 of Exhibit A) is revised to read as follows:
Date of Contract Completion: December 31, 2018.
4. Part 4 (Paragraph 4D of Exhibit A) is revised to read as follows:
Maximum Total Compensation Amount: \$798,867.
5. Part 4 (Paragraph 4B of Exhibit A) is modified to read as follows:
The Contractor shall be paid such amounts and in such manner as described in Exhibit D of the Agreement and Exhibit D-1 of this amendment.
6. Part 4 (Paragraph 4C of Exhibit A) References to Exhibit D in this paragraph shall be replaced with "Exhibit D and Exhibit D-1 of Amendment No. 1".
7. Part 6 (Paragraph 5B and 25A of Exhibit A) is modified to read as follows:
City Notice Address: City of Everett, Attn: Erik Emerson, P.E., 3200 Cedar Street,
Everett WA 98201
8. Part 7 (Paragraph 5B Exhibit A) is modified to read as follows:
City Billing Address: City of Everett, Attn: Erik Emerson, P.E., 3200 Cedar Street,
Everett WA 98201
9. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment.
10. Exhibits associated with this Amendment No. 1 are attached herewith.

**CITY OF EVERETT
WASHINGTON**

MURRAY, SMITH & ASSOCIATES, INC.

By: _____
Ray Stephanson, Mayor

By: _____
Thomas J. Ferry, Principal

Date

Date

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No.1 to
Professional Services
Agreement with Murray, Smith
& Associates, Inc. for Design
and Construction Support
Services of Legion Golf Course
Stormwater Detention Project

	Briefing
	Proposed Action
	Consent
X	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing
	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	David Voigt
Phone Number	425-257-8983
FOR AGENDA OF	June 29, 2016

Initialed by:
Department Head
CAA
Council President

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Legion Memorial Golf Course	Professional Services Agreement for Predesign, August 5, 2015	Amendment 1, Exhibits C-1 and D-1	Public Works

Amount Budgeted	\$400,000	
Expenditure Required	\$395,766	Account Number(s): UP 3620-2
Budget Remaining	\$4,234	
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

The Northwest Stormwater Separation Project preliminary design study was completed and identified a series of needed improvements. Improvements consist of a new separate stormwater collection network with stormwater detention ponds on Legion Memorial Golf Course. These improvements will effectively eliminate street flooding and sewer backups in the project area.

Amendment No. 1 is for final design services and construction support for the initial phase of stormwater detention facilities on the golf course. The scope includes design services of a golf course architect. The separate storm water collection network and street restoration (phase 1) in the vicinity of Wetmore between 9th Street and 5th Street will be designed by city staff. This project also includes coordination with Everett Community College to implement a solution to the flooding problems at Rainier Hall. Construction cost of the detention facilities and golf course restoration is approximately \$1.2 million.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to Professional Services Agreement with Murray, Smith & Associates, Inc. to provide design and construction support services for the Legion Golf Course Stormwater Detention Project in an amount not to exceed \$395,766.

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date: _____

Date: _____

**Legion Golf Course Stormwater Detention Project
City of Everett Work Order #UP3620**

EXHIBIT C-1

Scope of Work

Final Design, Bidding and Construction Support

Murray, Smith & Associates, Inc. (MSA) has developed the following scope of work and fee estimate for final design, bidding and construction support services for the Legion Golf Course Stormwater Detention Project, City of Everett Project #UP3620. The scope and fee have been developed based on our discussions with City staff, the preliminary design and our project understanding and proposed approach to the work. The upstream stormwater collection network tributary to this project is divided into two phases: Phase 1 – N. Wetmore Ave Stormwater Separation Project and Phase 2 – Alverson Blvd Stormwater Separation Project. It is intended that Phase 1 will be constructed together with this project.

Background

The need for this project is based on the City's 2014 Comprehensive Sewer Plan (CSP) Update Capital Improvement Plan, in which it is recommended that the City construct a separate storm water network to effectively mitigate flooding and backup issues in the North Everett Combined Sewer System. The project area is located in the northwest area of north Everett, specifically between 10th streets and 3rd Street, Alverson Boulevard and Wetmore/Rockefeller Avenues, and due west of the Legion Memorial Golf Course and Everett Community College Campus (EvCC). This project together with the N. Wetmore and Alverson Stormwater Separation projects will address the following sewer and storm drainage issues:

- Reduce basement flooding on Alverson, Grand, Rucker, Hoyt, Colby and Wetmore Avenues between 4th and 10th St.,
- Reduce sewer backup/storm water flooding problems at Rainier hall at EvCC
- Improve "level of service" for sewer collection system in overall general area
- Separate storm water drainage and detention facilities
- Reduce wet weather flow rate in C-Basin trunk sewer
- Reduce wet weather flows to siphon headworks and CSO overflows at SRO2 and SRO3.

The City and HDR (author of the CSP) agree that sanitary sewer upsizing/replacement will not reliably eliminate the basement flooding problem and that a separate stormwater network will be more effective. In addition, the City has engaged the City Parks department manager and the operations managers of Legion Golf Course (Parks) and has discussed the concept of utilizing water features within the golf course for stormwater detention and increase the quality of play at the course.

MSA was authorized to proceed with the preliminary design phase of the work in August 2015. Through the preliminary design phase, working closing with City and Parks, a separate stormwater network in Northwest Everett was defined that will collect stormwater runoff and utilize existing and new water features within the golf course for detention. Elements of the project to move into final design, bidding and construction have been defined and include the following:

- Stormwater conveyance piping connections to the proposed N. Wetmore Separation Project at two locations, from the public right-of-way to water features within the golf course
- The expansion of one existing water feature and construction of one new water feature to be used for stormwater detention
- Hydraulic structures, piping and features to control and convey detained flow to the existing Basin C trunk sewer
- Golf course improvements to incorporate the water features into the overall layout and playability of the golf course
- Support efforts to acquire an easement from Everett Community College for the south connection to the N. Wetmore Separation project.
- Facilitate planning and design to define operation and maintenance parameters for the shared operation of the ponds by both Public Works and Parks/Golf Course staff.

Key Teaming Partner

With the utilization of water features for detention and the desire to enhance the playability of the golf course areas impacted by the project, iConGolf Studio, a golf course architecture firm, is a key teaming partner and has contributed to the development of the scope of work herein.

Task Descriptions

MSA's proposed scope of work for final design, bidding and construction support services for the Legion Golf Course Stormwater Detention Project is divided into the following tasks, which are a continuation of the tasks developed in the preliminary design phase scope of work.

Final Design, Bidding and Construction Support

Task 8	Project Management (Final Design, Bidding and Construction)
Task 9	Final Design Services
Task 10	Stakeholder Coordination
Task 11	Permitting
Task 12	Bidding Services
Task 13	Construction Support
Task 14.2	Unanticipated Labor or Expenses

Detailed descriptions of each major work task follow.

Phase 2 – Final Design, Bidding and Construction Support

Task 8 - Project Management (Final Design, Bidding and Construction)

This task is for general coordination of the project including coordination of the MSA team and with the City Project Manager including meetings, correspondence and communication, invoicing and project status reports during the Final Design, Bidding and Construction phase of the project. Anticipated elements of this task will include:

- 8.1 Correspondence and Coordination with City** – All communication will be coordinated through the City's Project Manager. Correspondence with the City's Project Manager via phone conversations and e-mail will include the communication of project decisions, project status, action items, work activities, and issues requiring City input.
- 8.2 Staff and Subconsultant Management** – MSA's Project Manager will manage project staff and subconsultants to ensure all services are in conformance with the scope of work, fee estimate, and schedule. Conduct coordination meetings as needed to discuss project status.
- 8.3 Invoices and Budget Oversight** – MSA's Project Manager will monitor project costs and manage budget and billing tasks, including preparation and submission of monthly invoices and progress reports.
- 8.4 Project Meetings** – Meet with City's Project Manager at key project milestones and to review project elements, schedule and budget.
- 8.5 Project Schedule** – MSA's Project Manager will prepare and regularly update an itemized project schedule using MS-Project. The schedule will include all key task activities, milestones, submittal deadlines and City review periods through completion of the scope of work. The schedule (electronic file PDF format) shall be available to the City.

Assumptions:

- 1. Final Design, Bidding and Construction duration of approximately 24 months.
- 2. Up to six (6) project meetings with the City's Project Manager.

Deliverables:

- 1. Correspondence, e-mails and other documentation
- 2. Monthly billing statements and activity reports.
- 3. Updated project schedule (electronic file PDF format) as requested.
- 4. Meeting agendas and minutes as requested.

Task 9 – Final Design Services

This task will involve final engineering design services for the Legion Golf Course Stormwater Detention project. Anticipated elements of this task will include:

9.1 Golf Course Concept Plan – Develop conceptual plans for the golf course improvements associated with the project. iConGolf Studio will develop an understanding of the project, analyze the overall course and develop design strategies in accordance with Task 1 of their scope of work attached. Key elements of Task 1 include:

- Up to three design coordination meetings/workshops, including a kickoff meeting
- Review site conditions and existing information
- Develop alternatives and prepare up to three concept plans
- Review concept plans with team and revise preferred concept plan

9.2 Golf Course Improvements Schematic Design – The design concept developed in Subtask 9.1 will be incorporated into the overall project for review. iConGolf will perform the work in accordance with Task 2 of their scope of work which includes the following key elements:

- Prepare one final schematic level design plan of the golf course improvements
- Recommend improvements to maintain water quality
- Assist in defining drainage improvements
- Define a strategy to maintain play during construction
- Prepare preliminary construction budget
- Review schematic design with team

9.3 Prepare 60% Plans, Specifications and Estimate (PS&E) Submittal – MSA will prepare project plans, specifications and estimate to a 60% level of design completion based on improvements. Project plans, standard details and specifications will be prepared in City's format. The following provides a general overview of the proposed PS&E components that the City will receive and compile into a complete package for review by the City and MSA:

Plans – Detailed design drawings will be developed for the proposed improvements and meet City of Everett CAD standards. A preliminary list of drawings that are anticipated to be included in the final design PS&E are attached. In general, 29 plan sheets are anticipated and will include the following:

- Detention Ponds – Detention pond plans, cross-sections and details.
- Golf Course Improvements – Golf course plans, clearing and grading plans, cross-sections and details.
- Storm Drainage – Plan, profile and details for storm drainage improvements within the Golf Course.

In general, plans will be developed using a one-inch equals 20 feet horizontal scale, however different scales may be used if necessary for clarity.

Specifications - Prepare specifications consisting of bidding and contract documents, standard details, technical specifications and appendices. Specifications will be prepared in WSDOT APWA standard format for all utility and roadway work. Specifications for the specialty golf course improvements will be prepared in CSI MasterFormat in a separate section. The specifications are anticipated to include the following components that will be incorporated in a project manual by the City.

- Bid Proposals for Legion Golf Course Stormwater Detention Project
- Special Provisions and Technical Specifications for Legion Golf Course Stormwater Detention Project

Estimate – MSA will prepare an engineer's opinion of probable construction cost estimate based upon the 60% design that includes an appropriate contingency for the level of design completion.

- 9.4 60% Review & Workshop** – The City will prepare a complete 60% PS&E package to include City's prepared N. Wetmore Stormwater Separation design and MSA's Stormwater Detention and Golf Course plans. MSA will review the complete 60% PS&E package and a workshop will be conducted with the City to review the complete 60% PS&E package and collaborate on work required to prepare the 90% deliverable. The 90% plans and specifications will be revised based on review comments and discussions with City. Written responses to review comments will be prepared and submitted in a timely manner.
- 9.5 Prepare 90% PS&E Submittal** - Following the 60% Review Workshop, MSA will prepare PS&E submittal to a 90% level of design completion incorporating agreed review comments. MSA will prepare an engineer's opinion of probable construction cost estimate based upon the 90% design that includes an appropriate contingency.
- 9.6 90% & Workshop** – The City will prepare a complete 90% PS&E package to include City's prepared N. Wetmore Stormwater Separation design and MSA's Stormwater Detention and Golf Course plans. MSA will review the complete 90% PS&E package and a workshop will be conducted with the City to review the complete 90% PS&E package and collaborate on work required to prepare the 100% deliverable. The 100% plans and specifications will be revised based on review comments and discussions with City. Written responses to review comments will be prepared and submitted in a timely manner..
- 9.7 Prepare Final Bid PS&E (100%)** – Following the 90% Review Workshop, MSA will prepare final bid-ready plans and specifications incorporating agreed review comments.

MSA will prepare an engineer's opinion of probable construction cost estimate based upon the 100% design that includes an appropriate contingency.

- 9.8 QA/QC** – Perform in-house Quality Assurance/Quality Control (QA/QC) review of all submittals, the design plans, project manual and engineer's opinion of construction cost, prior to submitting to the City for review.
- 9.9 Utility Coordination** – Coordinate with utility companies that are affected by the project, specifically in the EvCC easement area. Coordination includes submitting final 60%, 90% and 100% plans for review and technical input by utility companies. Plans will be distributed to franchised utilities in the project vicinity. A written record will be kept for all communication with utility providers.
- 9.10 Construction Schedule and Sequencing** – Develop a construction schedule and sequencing plan for the project taking into consideration strategies for implementing improvements within the golf course and maintaining playability. This will include identifying project constraints and milestones in the specifications that will be applied to the project. The construction schedule and sequencing plan will be submitted as part of the 60%, 90% and 100% submittal packages with elements included in the specifications.

Assumptions:

1. City will compile and prepare the complete project manual and contract drawings incorporating both the N. Wetmore Stormwater Separation and the Legion Golf Course Stormwater Detention projects. MSA will submit plans and project specific specifications to the City to incorporate in the final bid-ready documents.
2. Contract drawings and specifications will comply with the City's adopted Engineering Design Standards, Standard Specifications and CAD Standards, as modified to suit the particular elements of this project.
3. City will conduct submittal reviews and provide comments within fifteen (15) working days.
4. No issues or restrictions associated with contaminated soils are anticipated in the proposed work areas.
5. Improvements to the golf course will be limited to the areas impacted by the proposed improvements or as otherwise identified in Tasks 1 or 2 of iConGolf Studio's work and modified in this Scope of Work.
6. MSA shall apply a Washington Professional Engineer's stamp with signature and date on each sheet of the drawings for the Legion Golf Course Stormwater Detention project. The City will stamp all other drawings and the Project Manual.
7. Structural design is limited to the detention pond control structures and retaining walls.

8. Electrical design is limited to providing a new power service for recirculation pumps at one of the stormwater detention ponds. No I&C design is included in this project.
9. City will take the lead in obtaining temporary construction and permanent utility easements.

Deliverables:

1. Up to three preliminary concept diagram of the golf course improvements.
2. Preliminary schematic design level plans and preliminary construction cost estimate for the golf course improvements.
3. One (1) electronic copy half-size drawing sets and one (1) electronic copy of project specific specifications (specifications to be searchable format pdf).
4. Final Bid PS&E (100%) – one (1) hard copy full size bid-ready set of the plans (stamped and signed originals), one (1) electronic copies of half size drawings (11x17) and one (1) electronic copy of project specific specifications.
5. Electronic versions will be photo / print ready.
6. Electronic copy in pdf format of engineer's opinion of probable construction cost estimates as appropriate.
7. Decision and action item log updates to track City and MSA review comments, decisions and deliverables.
8. Written record of franchised utility coordination.

Task 10 – Stakeholder Coordination

This task provides for project coordination with the local stakeholders. Anticipated elements of this task include:

- 10.1 Coordination Meetings** – Participate in coordination meetings with the Legion Golf Course Staff and Everett Community College (EvCC) to discuss the project needs associated with alternatives and conceptual plans. MSA's Project Manager will develop and distribute a detailed meeting agenda before the meeting, and minutes after the meeting.
- 10.2 Stakeholder Plan Review** – Provide submittals, as defined in the previous Task 9, to the Golf Course staff and/or EvCC as necessary for review comments. Meet with stakeholders to review plans and receive comments.
- 10.3 Public Open House** – Assist the City in conducting two (2) open house meetings (graphic materials, presentation, etc.), at approximately 60% design milestone and prior to construction, to notify local residents and solicit comments. It is anticipated that key team members will attend the meeting.

Assumptions:

1. The City will coordinate directly with the Legion Golf Course and EvCC including correspondence and scheduling meetings.

2. MSA will prepare for and attend up to four (4) stakeholder design development meetings during the design phase.
3. MSA will prepare for and attend up to four (4) stakeholder plan review meetings to review plans and receive comments.
4. City will take the lead in conducting public involvement activities, mailings, etc.
5. iConGolf Studio will participate in one (1) open house meeting.

Deliverables:

1. Meeting agendas and minutes.
2. Plans, figures and information to support meetings with stakeholders.
3. Submittals for stakeholder review.
4. Miscellaneous graphic materials, reference plans and technical support for public involvement activities.

Task 11 – Permitting and Easements

This task includes efforts in collaboration with the City to secure permits for the project.

11.1 City Permit Assistance – Review the City’s permit checklist, applications and attachments for project permits including right-of-way construction permit, public works permit, and grading permit. Prepare supporting graphics and provide necessary technical information to the City.

11.2 SEPA Checklist – City will take the lead in preparation of the SEPA checklist. MSA will provide the necessary technical information and graphics to support SEPA process.

11.3 Easements – MSA will provide recommendations for acquiring temporary construction and permanent utility easements necessary to complete the work. City will take the lead in obtaining all easements.

Assumptions:

1. City will take the lead in completing the applications and processing all permits. MSA will provide supporting technical information and review draft applications associated with the Legion Golf Course Stormwater Detention project.
2. No additional environmental permits such as Shorelines Development, HPA or NPDES are anticipated.
3. Proposed improvements are subject only to City of Everett land use, environmental, and construction permit conditions.
4. City will take the lead in obtaining temporary construction and permanent utility easements.

Deliverable:

1. Miscellaneous reference plans and technical support for City of Everett permits and SEPA checklist.
2. Recommendations for acquiring easements.

Task 12 - Bidding Assistance

This task provides assistance to the City during bidding and award of the project. Elements of this task will include:

- 12.1 Bidder Inquiries and Addenda** – Assist the City in responding to bidder's questions. Prepare draft and final addenda, if necessary, to clarify or correct bid documents.
- 12.2 Bid Review** – Provide supplemental support in reviewing bids, checking references and selecting the apparent low bidder.
- 12.3 Conformed Drawings and Specifications** – Prepare conformed drawings and specifications as required for construction.

Assumptions:

1. The City will take the lead in tasks associated with printing bid documents, document distribution, bid advertisement, addenda distribution, plan holder administration, bid evaluation, bid tabulation etc.
2. The City will take the lead in receiving and answering bidders' questions.
3. The City will provide two sets of contract documents to MSA for use during the bidding period.

Deliverables:

1. Draft addenda as required for the City to distribute to plan holders.
2. Conformed drawings and specifications if required.

Task 13 – Construction Management Support

This task represents involvement of MSA during the construction of the improvements to support the City's on-site inspector and construction management group. MSA's involvement during construction will be limited to support and periodic collaboration with the City, the construction contractor, permitting agencies and others, all at the direction of the City up to the extent of the budget for this task. Anticipated elements of this task will include:

- 13.1 Meetings** – Attend a pre-construction conference with City and construction contractor and invited agencies and utilities. MSA will be available to answer questions. Attend project progress meetings with City and contractor, as necessary.

- 13.2 Shop Drawings and Submittals** – Review construction submittals, as directed by the City, for conformance with project documents. Prepare review comments and submit to City electronically. MSA will also upload reference documentation such as conformed drawings, contract, specifications and permits as necessary for construction administration.
- 13.3 Site Visits** – Conduct periodic site visits, as necessary, to support the City’s on-site inspector and observe work in the golf course at key project milestones. Attend project walk-through for final inspection of the project and assist City with development of construction punch list. Assist City with substantial completion determination.
- 13.4 Clarifications and Changes** – MSA will assist with issuing clarifications to the construction contractor and responding to design changes, change orders, as requested. Prepare review comments and submit to City electronically using MS SharePoint.
- 13.5 Utility Coordination** – Coordinate with utility companies that are affected by the project, specifically within the EvCC easement area. Coordination includes submitting conformed construction plans for franchise utilities company to record. Plans will be distributed to utilities in the project vicinity. A written record will be kept for all communication with utility providers.

Assumptions:

1. City will provide full-time on-site inspection and will take the lead in administrating and managing the construction contract and communicating with the construction contractor.
2. City will be responsible for preparing record drawings.
3. MSA will attend preconstruction conference and up to six (6) project meetings as requested.
4. MSA will review up to eight (8) construction submittals as requested.
5. MSA will conduct up to four (4) site visits as requested by the City.
6. MSA will issue up to ten (10) clarifications and assist in processing up to four (4) change orders at the request of the City.

Deliverables:

1. Written clarifications and design plans, as requested.
2. Submittal reviews.

Task 14.2 – Unanticipated Labor or Expenses

This task will include additional unanticipated labor or expenses not specifically identified in the scope of work tasks defined above. Such work items will be implemented on a work order basis and will be undertaken only after written authorization from the City.



PROJECT DESCRIPTION

This scope of work (the "Agreement" covers the planning, design and construction observation of new/revised storm water ponds and new/revised golf course features at Legion Memorial Golf Course (the "Project") in Everett, Washington, located at 144 West Marine Drive, Everett, Washington, 98201 (the "Property").

Murray, Smith and Associates, Inc. (the "Consultant") has entered into an agreement (the "Prime Agreement") with the City of Everett (the "City") to provide certain design and planning services in connection with the improvement of the Property; and on behalf of the City, the Consultant desires to engage iConsult, LLC, a Colorado Corporation (the "Sub Consultant") to provide services in connection with the design of the Project and, Sub consultant desires to do same.

SCOPE OF SERVICES

Sub consultant shall provide professional services (the "Services") as hereinafter set forth, including the design and construction support services of the described Project, within the identified budget.

Task 1 - Golf Course Concept Plan(s)

Objectives

1. Develop a thorough understanding of the City's vision and goals, schedule, budget, risk factors, and test program goals, locate program elements and confirm design concepts based on the defined program.
2. Clarify the areas of design responsibility and interface coordination between Consultant and the Sub Consultant.
3. Analyze the overall golf course strategy, playability, and shot values and provide design concepts to guide future storm water and golf course remodel initiatives to enhance the overall quality of the golf course, address storm water concerns and potentially generate new revenue sources.
4. Develop preferred design strategies based on City's goals and the existing playability and character of the golf course.

Tasks

1. Attend kick-off and design coordination meeting with the City and Consultant. This meeting is likely to include a field visit to the site. Subsequently, a minimum of two design coordination meetings or workshops.
2. Examine and document existing conditions and review/develop project program and design criteria.
3. In consultation with the City and its representatives, review the program requirements with respect to the budget of the Project.
4. Review the Property to confirm site conditions such as soils, slopes, views and context surrounding the site. Field-verify survey information, including the limits of existing improvements.
5. Develop and test design alternatives for the Project:
 - Storm water pond locations
 - Impacted golf holes/features:
 - Golf hole routing

- Golf hole improvements
 - Golf hole strategies, playability and aesthetics
 - Driving Range/Practice areas
 - Circulation & safety
 - Other impacted golf features
- 6. Prepare up to three (3) concept plans or diagrams with associated preliminary budgets for the Project area based on the site visit and the City's programming and design criteria.
- 7. Present concept plan(s) via conference call to City and Consultant's project team for review, comments and approvals.
- 8. Revise preferred concept plan based on Consultant and City's comments.
- 9. Based on the Consultant's and City's comments and instructions, select one final concept plan to establish the Project's goals and budget.
- 10. Prepare a detailed project schedule/work plan.

Deliverables

1. Summary of project goals and desired outcomes, including the City's critical success factors.
2. Project schedule/work plan.
3. Up to three (3) preliminary concept diagrams and preliminary budgets for the Project in designated work area (Property).
4. Based on the City approval, a finalized illustrative concept plan of the golf course highlighting areas of improvement.

Task 2 - Schematic Design

Objectives

1. Advance the design concepts prepared in Task 1 and integrate the City approved Concept Plan with the design concepts produced by Consultant in the Pre-Design and under direction of Gary Sayre and Consultant. Identify options or alternatives, evaluate them and recommend a course of action.
2. Provide opportunity for input from Premier Golf Centers (PGC).
3. Recommended priorities and strategies for implementation of remodel work.

Tasks

1. Based on City approved Concept Plan, prepare one (1) final schematic level design plan that clearly illustrates the golf course improvements, key relationships, site circulation and the relative disposition of the storm water ponds to the golf course:
 - Golf course hole routing
 - Golf course feature revisions
 - Golf course strategy
 - Golf course circulation (cart path alignment)
 - Overall project area golf course improvements
 - Working with Consultant, prepare preliminary pond layouts based on information and design criteria (active storage volumes, etc.) provided by Consultant.
 - Schematic site grading and drainage concepts for the Project.

4. Based on above preliminary layouts and schematic design plan, show that earthwork cut/fill balance is achieved to the extent possible.
5. Prepare recommendations for surface water recirculation system to maintain pond water quality.
6. Prepare preliminary stream layouts based on information and design criteria provided by Gary Sayre and Consultant.
7. Assist Consultant with layout and routing of golf course drainage system into the pond system so as to assure effective golf course drainage functions.
8. Define a strategy to maintain golf play during construction, which may include the development of an alternate hole to be played during construction of proposed pond and stream improvements.
9. Based on schematic design plan, prepare preliminary construction budget.
10. Sub Consultant will review the schematic design plan, strategy, theme and budget with the City to determine an agreed upon plan. Upon City's approval, the overall plan concepts will be finalized in Task 3 below.

Deliverables

1. Schematic plan for the Project.
2. Safety analysis examining the interface between golf holes, cart path circulation and pond/stream improvements.
3. Preliminary pond and stream layout and grading plans. Plans shall indicate sizes, shapes and elevations of proposed golf features (drawing scales vary).
4. Estimate of earthwork cut/fill quantities and preliminary earthmoving balance.
5. Preliminary construction cost estimate for pond, stream and golf course improvements, work area restoration, landscaping etc. that would be performed by a specialty (golf course) contractor.
6. Outline of technical specifications for areas of work to be performed by specialty (golf course) contractor.
7. Final schematic design illustrative suitable for presentation.
8. One (1) public presentation illustrating the Schematic Design for the Project.
9. Phasing/construction recommendations to maintain golf operations during construction.

Task 3 - Final Design (Construction Documents and Contractor Selection)

Construction Documents Phase:

Objectives

1. Advance the preliminary design to produce final design documents to be incorporated into the Contract Documents for the NWSS project produced by Consultant and suitable for public works bidding and construction.
2. Prepare final documentation drawings that incorporate the most current information regarding construction practices.
3. Accomplish necessary review and approval of the documents and by City management and administration.
4. Gain concurrence from PGC related to the design and construction approach.

Tasks

1. Based on the preliminary design and input from the City, Consultant and PGC, prepare final design drawings and specifications to be incorporated into the final design drawings and specifications prepared by the Consultant suitable for bidding and construction of proposed improvements that would be constructed by a specialty golf course contractor.
2. Participate in one public open house meeting for the NWSS Project.
3. Prepare 60%, 90%, and final plans, specifications and cost estimates to be incorporated into the 60%, 90% and final plans, specifications and cost estimates prepared by Consultant for the project. Construction Documents includes (drawing scales vary):
 - o Master/Strategy Plan.
 - o Staking and Layout Plan.
 - o Clearing Plan.
 - o Grading/Contour Plan.
 - o Cut/fill Plan.
 - o Cart Path Plan.
 - o Preliminary Drainage Plan (per county codes the final drainage plan and infrastructure plan will be prepared by the Consultant and will be included in the final document package).
 - o Green(s) Plan.
 - o Landscaping Plan, including grassing, tree, shrub, vine and ground cover locations.
 - o Irrigation Plan (by iConGolf Studio sub)
 - o Construction Details for all golf course features designed by Sub Consultant and not a part of the Consultant's scope of work, showing typical features and elements of the Project, including greens, tees, bunkers, cart paths, walls, drainage features, etc.
4. Recommend priorities and strategies for implementation of remodel work to define construction sequencing and constraints.
5. Prepare phasing diagrams or project plan for implementing future improvements.
6. Define the minimum qualifications that would be required of specialty golf course construction contractors and determine if a bidder qualification process is necessary.
7. Provide one (1) set of corrected, stamped Construction Documents for final signature by the Park's program manager, Gary Sayre.
8. Coordinate Sub Consultant's work with other consultants retained by the City.
9. Proceed with the Bidding Phase upon approval of the Construction Documents by the Contracting Manager and cost estimates by the City, and at the written direction of the City.

Deliverables

1. Color rendering (Master Strategy Plan) showing the proposed new ponds, changes to the golf holes, landscaping, cart paths etc. To be used for public open house etc.
2. Progress plans at 60% and 90% completion for review and comment by the design team. Review plans are to be submitted as .pdf files suitable for printing as 11 x 17 (half-size).
3. Final 100% plans, 22 x 34 (drawing scales vary) original plots with professional seal signed and dated ready for bidding and construction. Sheet numbering, titles etc. shall be coordinated with Consultant so the plans are properly collated into the overall set. If the designs are produced using AutoCAD, provide files on disc.
4. Specifications printed single-sided and ready to be collated into the overall project manual. Format shall be CSI.
5. At 90% completion provide a detailed tabulation of construction quantities, definition of bid items, method of measurement and payment and itemized opinion of construction

- cost. Coordinate with Consultant on production of proposal form and bid item descriptions.
- 6. Develop bidder qualifications.
- 7. Participate in one public open house meeting for the NWSS Project.
- 8. One (1) digital, .pdf set of corrected, stamped Construction Documents.
- 9. Prepare and submit final Construction Document cost estimate.

Bidding Phase:

Objectives

- 1. Assist the City in the public bidding process as defined below.
- 2. Assist the City in reviewing bids.

Tasks

- 1. Assist in preparing any design-related addenda or revisions to the Bidding Documents.
- 2. Attend pre-bid conference and provide written addendums to the drawings if deemed necessary.
- 3. Assist the City in analyzing the submitted bids, and value engineering the project.

Deliverables

- 1. Assist the Consultant to respond to bidder questions.
- 2. Assist the Consultant in the preparation of addenda to clarify bid documents during the bidding phase.
- 3. Attend pre-bid conference and provide written addendums to the bid documents if deemed necessary

Task 4 - Construction Services

Objectives

- 1. The general objective for this phase of the work is to provide construction services to ensure the final quality of the golf holes and to confirm Contractor conformance to the plans, details and specifications.
- 2. Sub Consultant will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the Project is proceeding in accordance with Sub Consultant's design intent, Contract Documents and Specifications. During such visits and on the basis of observations while at the site, Sub Consultant will keep the City informed of the progress of construction. Sub Consultant may recommend the City reject work if the Contractor fails to conform to the Contract Documents.

Tasks

1. Attend one (1) pre-construction meeting with the Contractor and City representative to outline all phases of construction.
2. Attend and or participate in construction meetings, with Contractor and his subcontractors as part of the site visit schedule.
3. Arrange meetings with City to review work in progress or to resolve problems promptly as they occur. Sub Consultant will have access to the project site at all times while construction is in progress.
4. Respond to requests for clarification.
5. Review and verify the contractor's Pay Estimates in a timely manner when received.
6. Advise and consult with the City and issue all of the City's instructions to the Contractor and conduct site visits as needed. It is anticipated that there will be weeks where site visits are required and others where less frequent on-site decisions are necessary, depending on the stage of construction.
7. Sub Consultant will work with the City to resolve on-site construction problems with the golf course Contractor that may arise during construction.
8. Observe Project grading during construction in order to make prompt decisions regarding shaping, feature construction and finishing. Sub Consultant will recommend all field modifications as deemed necessary to the City for value engineering and design.
9. Observe layout and installation of irrigation systems and specified coverage tests.
10. Observe the final placement of plant materials and address design changes based on field modifications in the grading to facilitate the proposed project schedule.
11. Recommend rejection of work that does not comply with construction drawings and documents, and require corrective work.
12. Prepare and submit recommend Project related field orders to the City.
13. Review and approve all shop drawings, samples and other submissions of the Contractor for conformance with the overall design concept of the project.
14. Review as-built drawings.
15. Provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
16. Conduct a substantial completion punch-list.
17. Once the Contractor gives notice of substantial completion, Sub consultant will conduct an on-site meeting with the Contractor and City to review the construction of the Project.

Deliverables

1. Attend pre-construction meeting.
2. Prepare site visit notes and project updates in correlation to site observation visits.
3. Review Pay Requests.
4. Prepare project punch-list.
5. Attend warranty walk through within one year of the date of physical completion.

ASSUMPTIONS TO SCOPE OF SERVICES

1. A verbal request by the Consultant or the City to begin each phase of the work constitutes approval of prior design. Changes to previously approved work directed and approved by the Consultant or the City, requiring redesign and/or revisions during subsequent phases will be negotiated as supplemental services.

2. Various information, documents, or services may required for performance of the work to complete the Project, which include but are not limited to (the City at Sub Consultant's request is responsible for securing these maps, documents, plans, reports, etc.):
 - o Existing conditions data of property and proposed development area sufficient for the needs of the project, including a certified land survey, aerial photography, topography mapping and a survey of above and below ground utilities.
 - o The topographic field survey must have a minimum of two-foot contour intervals that include at least the property lines, easements, utilities, structures and buildings and all golf course features (greens, tees, hazards, stream, lakes, etc.).
 - o Existing site engineering and record drawings, including but not limited to as-built and/or proposed architectural, structural, civil engineering, plumbing and electrical engineering, paving and roads.
3. Sub Consultant assumes no responsibility for the accuracy of such information or for other professional services provided by Consultant or the City. Sub Consultant is not liable for any errors or omissions therein.
4. Certain testing may be required to complete the Project, which include but are not limited to (the City is responsible for preparing and conducting such tests and all associated fees):
 - o Soil's
 - o Aggregates
 - o Compaction
 - o Irrigation Water
 - o Other materials necessary for completing the Project.
5. The City shall provide the services of additional consultants when such services are deemed necessary. These consultants may include but are not limited to irrigation, soil, civil, hydrologic, geologic or other engineers; wetland, wildlife, or botanical specialists and approval process consultants. The City is responsible for all fees and expenses associated with any consultant work.
6. Responsibilities for the preparation and coordination of Construction Documents and exhibits for all off-site improvements are not included in this Scope of Services.
7. Geotechnical borings have been completed near the pond locations on the golf course and the design effort is to incorporate geotechnical information as appropriate.
8. Consultant will provide conceptual pond layouts and sections.
9. All storm water detention and control structures within and adjacent to the ponds will be designed by Consultant and will be integrated with the Sub Consultant's designs and plans. Consultant will characterize the range and variation of water level necessary for detention functions.
10. Consultant will design all storm water piping which convey water in and out of the ponds.
11. Site visits during construction.

EXCLUSIONS TO SCOPE OF SERVICES

1. Providing financial feasibility or other similar studies.
2. Identifying legal requirements or any public or private restrictions, which may apply to the Project.
3. Reviews, preparation of presentation materials and processing of documents for public agencies and community representatives are not included in this Scope of Services.
4. Identifying legal requirements or any public or private restrictions, which may apply to the golf course.

5. All engineering, including but not limited to, cart path construction, bridge structure, pond headwalls, dams, drainage pipe, roadways, lot plats, etc.
6. Preparing and coordinating Construction Documents and exhibits for all off-site improvements are not included in this Scope of Services.
7. Obtaining any permits, approvals, licenses or consents relating to the project.
8. Obtaining or supplying funding or financing for the Project.

SCOPE OF SERVICES FEE

1. Sub Consultant fee for the Services described in this Agreement are as follows:

See Exhibit A

2. Reimbursable Expenses - In addition to the Scope of Services fee, we charge for project expenses incurred on your behalf. These typically include such items as travel, photography, telephone charges, video conferencing and reproduction (10% mark-up on expenses).
3. Additional Services - Any services that are not defined in this Agreement are compensated on an hourly basis for the time worked on your behalf. Rates are based on our current employee rate schedule.

Additional services can include but are not limited to, redesign of work already approved, major revisions to the program and/or expansion of Scope of services. We will define the changes, additions or modifications to the Scope, provide an estimate of costs and request written authorization in advance.

4. Taxes - Any taxes or fees, (local, state or federal), based on gross receipts or revenues will be added to amounts due under this Agreement.

CITY OF EVERETT, LEGION GOLF COURSE STORMWATER DETENTION PROJECT, UP3620 - EXHIBIT D-1
PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Date: 13-Jun-16

Labor Category		Staff	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)										Total Hours	Cost
				Task 8 PM (Final Design)	Task 9 Final	Task 10 Stakeholder	Task 11 Permits	Task 12 Bidding	Task 13 CM Support	Task 14 Unant.					
1	Principal in Charge	Lindberg	\$ 75.00	8	4							12	\$ 900		
2	Project Manager / Contract Manager	Perry	\$ 75.00	52	59	40	5	4				174	\$ 13,050		
3	Project Engineer / Assistant PM	Hardy	\$ 48.84	100	111	52	16	12				343	\$ 16,752		
4	Storm Project Engineer	Covington	\$ 47.35	24	135	16	6	24				246	\$ 11,648		
5	Storm Designer	Little	\$ 25.96		174		20	8				228	\$ 5,919		
6	Storm Drafter / CAD	Marx	\$ 38.46		156	6	8	12				188	\$ 7,230		
9	Hydraulic Model Modeler	Walsh	\$ 31.49		16							16	\$ 504		
15	Project Admin.	Russ	\$ 16.68	22	24	8	2	2				60	\$ 1,001		
Total Task Hours				206	679	122	57	62				1,267			
Subtotal Direct Salary Cost (DSC), \$				10,887	27,959	6,661	2,301	2,725					\$ 82,003		
Overhead on DSC (Indirect cost) @. %				21,720	55,778	13,289	4,590	5,436					\$ 113,721		
Total Labor Cost \$				32,607	83,737	19,950	6,891	8,161					\$ 195,724		
Expenses, \$				Task 8 PM(Final Design)	Task 9 Final	Task 10 Stakeholder	Task 11 Permits	Task 12 Bidding	Task 13 CM Support	Task 14 Unant.					
1	Mileage & Travel			15	40	0	0	10	120						
2	Reproduction & Printing			190	200	50	25	150	190						
3	Postage & Delivery			45		20	0	20	20						
4	Per Labor Hr. Model Charge		\$ 10.00	0	160	0	0	0	0	0					
5	Per Labor Hr. Tech. Charge		\$ 18.00	0	2,808	108	144	216	108	0					
Total Expenses, \$				250	3,228	158	169	396	438	0					
TOTAL LABOR AND EXPENSES				32,857	86,965	20,108	7,060	8,557	19,816	25,000					
Subconsultant Expenses, \$				Task 8 PM(Final Design)	Task 9 Final	Task 10 Stakeholder	Task 11 Permits	Task 12 Bidding	Task 13 CM Support	Task 14 Unant.					
1	JConGolf Studio				89,055			3,545	39,680						
2	AESI (Geotechnical)								7,060						
3	ICG Engineering (Structural)			10,000				1,000	2,000						
4	R&W (Electrical)			12,000				1,000	2,000						
TOTAL SUBCONSULTANTS				0	111,055	0	0	5,545	50,740	0					
Subconsultant Admin Mark-up, %				0	5,552	0	0	277	2,536	0					
Subtotal Cost by Task				32,857	203,572	20,108	7,060	14,379	73,092	25,000					
Fee/Profit (as % of Total DSC & Overhead)				3,587	9,211	2,195	758	898	2,132	0					
Next Year's Labor Escalation*								272	645	0					
TOTAL ESTIMATED COST AND FEE, \$				Task 8 PM(Final Design)	Task 9 Final	Task 10 Stakeholder	Task 11 Permits	Task 12 Bidding	Task 13 CM Support	Task 14 Unant.					
				36,444	212,783	22,303	7,818	15,549	75,869	25,000					
						</									

* Next year's labor escalation was calculated assuming 100.00% of the work would be completed next year.
Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	3.32
Fee/Profit as a % of DSC Only	32.95%